52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall leave the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid all work carried out before receiving it and for any work carried out afterwards to which commitments was made

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 Deleted

5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

6. The defect liability period is 2 years Security deposit amount will be released only after satisfactory completion of defect liability period.

[Add other Clauses specific to the work for which tenders are invited.]

CONTRACTOR

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BBMP, Bangalore-92

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[7]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

[7] Add any other Organization considered suitable.

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SECTION 6:
CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

- The Schedule of Operating and Maintenance Manuals [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is:
Name: The Commissioner
Address: BBMP, N.R. Square Bangalore-02

Name of authorized Representative Executive Engineer
Project Division – Yelahanka Zone
Bruhat Bangalore Mahanagara Palike

The name and identification number of the Contract is

Works for Construction of Hospital Building in Ward no-02

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is 12 Months with the following milestones

Milestone dates:
Physical works to be completed Period from the date of issue of Notice to proceed with the work
Milestone 1 i.e Financial Progress for Rs.168.00 Lakhs within 6 Months from the date of work order
Milestone 2 i.e Financial Progress for Rs.168.00 Lakhs within 12 Months from the date of work order
Milestone 3 i.e Financial Progress for Rs. 264.00 Lakhs within 18 Months from the date of work order

The Site Possession Date is: Date of work order [21]

The Site is located at **Yelahanaka Zone ,** Ward no.02 [1.1]
and is defined in drawings nos. _____

The Defects Liability Period is 3 Years. [31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	

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	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula; **(DELETED)** [40]

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

Repayment of advance payment for mobilization: **(DELETED)** [42]

The date by which "as-built" drawings (in scale 1 in 1000) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's [50.1]

Additional cost for completing the Works shall be 30 percent (30%).

The tenderer must have 50% of the The following materials and remaining 50 % of the materials procured on lease/ Hire basis

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SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

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SECTION 8: DRAWINGS
(Enclosed)

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [8]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[9] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[8] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract
[9] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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Process Name	Task Details	Assigned To	Created On	Started On	Completed On	Decision	Comments	Status
Financial Bid Evaluation"	Approve Financial Evaluation for Tender BBMP/2017-18/BD/WORK_INDENT25840	bbmp_com-N MANJUNATH A PRASAD	2017-08-30 17:40:00.0	2017-08-31 13:57:07.0	2017-08-31 16:55:24.0	Approve	Approved	Completed
Financial Bid Evaluation"	Review Commercial Evaluation for tender BBMP/2017-18/BD/WORK_INDENT25840	bbmp_spcom_prj-VIJAY SHANKAR B M	2017-08-30 17:18:49.0	2017-08-30 17:19:44.0	2017-08-30 17:40:00.0	Approve	May be approved subject to the following conditions; (1) Availability of grants to this work. (2) Tender validity to be ensured by concerned C.E.	Completed
Financial Bid Evaluation"	Review Commercial Evaluation for tender BBMP/2017-18/BD/WORK_INDENT25840	bbmp_eic-M R VENKATESH(I/C) EIC	2017-08-30 16:28:40.0	2017-08-30 16:45:11.0	2017-08-30 17:18:48.0	Approve	Recommendation of CE for kind perusal. The amount put to tender is 29645814.00 and the amount quoted by the bidder is 32886063.00 and the same is approved by Major works Committee dated 09-08-2017. For kind orders for CE's recommendation for tender approval.	Completed
Financial Bid Evaluation"	Review Commercial Evaluation for tender BBMP/2017-18/BD/WORK_INDENT25840	bbmp_ce_yel-PARAMESHWARAIAH R L CE YELAHANKA	2017-08-28 13:38:35.0	2017-08-30 15:59:47.0	2017-08-30 16:28:40.0	Approve	The tender is approved by the standing committee (Major works) the scanned copy is enclosed for reference. Hence forwarded for e portal approval.	Completed

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Yelahanka Zone
Bangalore

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Process Name	Task Details	Assigned To	Created On	Started On	Completed On	Decision	Comments	Status
Financial Bid Evaluation"	Financial Evaluation for Tender BBMP/2017-18/BD/WORK_INDENT25840	bbmp_ee5_yel-H V YARAPPA REDDY(A/C)	2017-07-10 16:42:22.0	2017-07-10 16:42:28.0	2017-08-28 13:38:35.0	Approve	The single bidder Sri.K. Gopi Reddy. has quoted Rs.3,28,86,063/- which works out to 10.93% above on C.S.R of 2016-17 and 10.45% above on issue rates of CSR2016-17. Further the quoted rates has been approved by the Horn able Commissioner and the Major work Standing Committee Videno.12/2017-18 Dt:09-08-2017 in the hardcopy (Enclosed). Hence approval is required in eprocurement portal. (Approval copies attached for your kind reference)	Completed
Financial Bid Evaluation"	Start Commercial Bid Evaluation	bbmp_ee5_yel-H V YARAPPA REDDY(A/C)	2017-07-10 16:42:22.0	2017-07-10 16:42:22.0	2017-07-10 16:42:22.0	Submit		Completed
Bid Evaluation"	Financial Bids Opening for BBMP/2017-18/BD/WORK_INDENT25840	bbmp_ee5_yel-H V YARAPPA REDDY(A/C)	2017-07-07 15:44:16.0	2017-07-10 16:41:09.0	2017-07-10 16:42:19.0	Completed		Completed
Technical Bid Evaluation"	Approval For Technical Evaluation for Tender BBMP/2017-18/BD/WORK_INDENT25840	bbmp_ce_yel-PARAMESHWARAIAH R L CE YELAHANKA	2017-07-04 18:24:12.0	2017-07-05 17:32:14.0	2017-07-07 15:44:14.0	Approve	As per the recommendation of EE project the technical bid is approved, financial bid may be opended.	Completed

Process Name	Task Details	Assigned To	Created On	Started On	Completed On	Decision	Comments	Status
Technical Bid Evaluation"	Evaluate Technical Qualifications for tender BBMP/2017-18/BD/WORK_ INDENT25840	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-16 16:46:23.0	2017-05-16 16:46:31.0	2017-07-04 18:24:12.0	Approve	For the said work Technical Bid opened and found 3 bidders participated. 1.Sri.K.Gopireddy 2.M/s Ramkrishy Infrastructure Pvt Ltd., 3.Sri.Abbu sambasivareddy During Technical Scrutiny it is found that the annual turnover certificate submitted by Sri.Abbu sambasivareddy does not meet the required criteria, and the conformation have not been received for the Work done certificate submitted by M/s Ramkrishy Infrastructure Pvt Ltd., Hence may be rejected and the bidder Sri.K.Gopireddy Is technically Qualified. Hence, permission is accorded to open the Financial Bid of the successful bidder.	Completed
Technical Bid Evaluation"	Start Technical Bid Evaluation	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-16 16:46:23.0	2017-05-16 16:46:23.0	2017-05-16 16:46:23.0	Submit		Completed
Bid Evaluation"	Add Scrutiny Committee Representative For Evaluation of Tender BBMP/2017-18/BD/WORK_ INDENT25840	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-16 16:45:58.0	2017-05-16 16:46:14.0	2017-05-16 16:46:23.0	Completed		Completed
Bid Evaluation"	Technical Bids Opening for BBMP/2017-18/BD/WORK_ INDENT25840	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-16 16:45:45.0	2017-05-16 16:45:54.0	2017-05-16 16:45:58.0	Completed		Completed
Bid Evaluation"	Verify EMDs for tender BBMP/2017-18/BD/WORK_ INDENT25840	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-16 16:32:38.0	2017-05-16 16:32:48.0	2017-05-16 16:45:44.0	Completed		Completed
Bid Evaluation"	Tender Opening for BBMP/2017-18/BD/WORK_ INDENT25840	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-16 16:30:00.0	2017-05-16 16:32:33.0	2017-05-16 16:32:38.0	Completed		Completed
Bid Evaluation"	Start Bid Evaluation	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-16 16:30:00.0	2017-05-16 16:30:00.0	2017-05-16 16:30:00.0	Submit		Completed

Process Name	Task Details	Assigned To	Created On	Started On	Completed On	Decision	Comments	Status
Tender Schedule / Notice Inviting Tender Approval"	Perform approval for Draft Tender Schedule with Number BBMP/2017-18/BD/WORK_INDENT25840	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-06 15:13:16.0	2017-05-06 15:13:25.0	2017-05-06 15:13:43.0	Approve	Approved	Completed
Tender Schedule / Notice Inviting Tender Approval"	SubmitDTS	bbmp_ee5_yel -H V YARAPPA REDDY(A/C)	2017-05-06 15:13:15.0	2017-05-06 15:13:15.0	2017-05-06 15:13:15.0	Submit		Completed